

## **EXHIBIT 5**

### **THE UNIVERSITY OF MASSACHUSETTS, WORCESTER RELEASE AND AGREEMENT**

The University of Massachusetts, Worcester (the "University") and CGI Technologies and Solutions Inc. ("CGI") hereby agree to mutually, unconditionally, fully and finally release and forever discharge any and all claims that they may have against each other which, in whole or in part, arise out of, concern or relate in any way to the Contract for Services Purchased made and entered into by the University and CGI on July 9, 2012, as amended from time to time thereafter, and assigned as amended to the Commonwealth of Massachusetts Information Technology Division ("ITD") on March 11, 2014 (the "Contract") and/or the Commonwealth's health insurance exchange and integrated eligibility system (the "HIX/IES Project"), under federal, state or other law, or any principle of common law or equity, without regard to whether or not either of the University and/or CGI knows or suspects such claim to exist in its favor at the time this release is executed, and without regard to the subsequent discovery or existence of other, different or additional facts, which, if known by the University or CGI, might have affected its decision with respect to executing this release. This release shall apply to the University's and CGI's respective predecessors, successors (including, without limitation, acquirers of all or substantially all of the assets, stock or other ownership interest of CGI) and assigns, the past, present and future, direct and indirect, parents (including, but not limited to, holding companies), subsidiaries, affiliates and associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), and their past, present and future principals, trustees, partners, officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of the assets, stock or other ownership interest of any of the above), assigns, representatives, heirs, executors and administrators. The release shall also apply to all claims between CGI and the University that have accrued as of the effective date of this release and that arise out of, concern, or relate in any way to the Contract and/or the HIX/IES Project, but shall not apply to claims between CGI and the University related to breach of the Transition Agreement ("Transition Agreement") executed by CGI and ITD on June 20, 2014 or Amendment No. 8 to the Contract executed by CGI and ITD on June 20, 2014. Provided, however, the mutual release between the University and CGI shall not release or otherwise impact any potential statutory claims the Attorney General's Office may have against CGI. As used herein, the word "indemnify" shall mean the payment of any final judgment, or any settlement approved by CGI, for claims defined in the next sentence. For so long as ITD is current on payments specified in sections 2 and 3 of this Transition Agreement and section 4 of Amendment No. 8 to the Contract, CGI shall indemnify the University against any and all claims of any nature whatsoever brought against the University by any of the Subcontractors asserting rights under the Contract, or under any principle of common law or equity arising from Subcontractor's provision of goods and services on the HIX/IES Project, for payment of any amounts claimed by the Subcontractor; provided, however, ITD and/or the University shall be responsible for defending against any such claims at its/their own expense through the Office of the Attorney General or other counsel of its/their own selection, subject to CGI's right to monitor and consult, and its right to approve any proposed settlement. For the period between the Effective Date of the Transition Agreement and payment in full of the amounts specified in Section 3 of the Transition Agreement, so long as ITD is current on payments specified in sections 2 and 3 of this Transition Agreement and section 4 of Amendment No. 8 to the Contract, CGI shall also indemnify the University against any and all

claims of any nature whatsoever brought against the University by any of the Subcontractors asserting rights in or to any work product or intellectual property developed or generated by CGI or its Subcontractors that will be assigned in accordance with Section 6(b) of the Transition Agreement; provided, however, ITD or the University shall be responsible for defending against any such claims at its/their own expense through the Office of the Attorney General or other counsel of its/their own selection, subject to CGI's right to monitor and consult, and its right to approve any proposed settlement. Notwithstanding the foregoing, (i) CGI shall have no obligation to indemnify the University against any counterclaim by a Subcontractor against the University where such Subcontractor counterclaim is in response to or the result of an earlier claim initiated against the Subcontractor by the University provided, however, that the exception to the indemnification obligation described in this sentence shall apply only with respect to a Subcontractor whose agreement with CGI permits the Subcontractor to make such a counterclaim against the University; and (ii) CGI shall have no obligation to indemnify the University for any claim brought by a Subcontractor where (a) such claim is brought under a contract to which the University and such Subcontractor are direct parties or (b) such claim is brought under a contract between the University and a third party prime vendor other than CGI under which a Subcontractor is also a subcontractor.

CGI Technologies and Solutions Inc.

Signature: \_\_\_\_\_

By: Gregg Mossburg

Its: Senior Vice President

Date: June 20, 2014

The University of Massachusetts, Worcester

Signature: \_\_\_\_\_

By: Michael F. Collins

Its: Senior Vice President for Health  
Science and Chancellor

Date: \_\_\_\_\_

claims of any nature whatsoever brought against the University by any of the Subcontractors asserting rights in or to any work product or intellectual property developed or generated by CGI or its Subcontractors that will be assigned in accordance with Section 6(b) of the Transition Agreement; provided, however, ITD or the University shall be responsible for defending against any such claims at its/their own expense through the Office of the Attorney General or other counsel of its/their own selection, subject to CGI's right to monitor and consult, and its right to approve any proposed settlement. Notwithstanding the foregoing, (i) CGI shall have no obligation to indemnify the University against any counterclaim by a Subcontractor against the University where such Subcontractor counterclaim is in response to or the result of an earlier claim initiated against the Subcontractor by the University provided; however, that the exception to the indemnification obligation described in this sentence shall apply only with respect to a Subcontractor whose agreement with CGI permits the Subcontractor to make such a counterclaim against the University; and (ii) CGI shall have no obligation to indemnify the University for any claim brought by a Subcontractor where (a) such claim is brought under a contract to which the University and such Subcontractor are direct parties or (b) such claim is brought under a contract between the University and a third party prime vendor other than CGI under which a Subcontractor is also a subcontractor.

CGI Technologies and Solutions Inc.

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

The University of Massachusetts, Worcester

Signature: Michael F. Collins

By: Michael F. Collins

Its: Senior Vice President for Health  
Science and Chancellor

Date: 20 June 2014

